

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF LAS VEGAS

&

INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS

Supervisory

June 24, 2012 – June 25, 2016



Table of Contents

ARTICLE	PAGE #
PREAMBLE	3
ARTICLE 1 - RECOGNITION	4
ARTICLE 2- NON-DISCRIMINATION	5
ARTICLE 3 – EMPLOYEE RIGHTS	6
ARTICLE 4 – CITY MANAGEMENT RIGHTS	7
ARTICLE 5 – UNION BUSINESS LEAVE	9
ARTICLE 6 – DUES AND OTHER PAYROLL DEDUCTIONS	10
ARTICLE 7 – NO STRIKES	12
ARTICLE 8 – BULLETIN BOARDS	13
ARTICLE 9 – RULES AND REGULATIONS	14
ARTICLE 10 – GRIEVANCE PROCEDURE	17
ARTICLE 11 – PERSONNEL REDUCTION	24
ARTICLE 12 – NOTIFICATION	26
ARTICLE 13 – SENIORITY LIST	27
ARTICLE 14 – ANNUAL LEAVE	29
ARTICLE 15 – HOLIDAYS	35
ARTICLE 16 – SICK LEAVE	37
ARTICLE 17 – WAGES	44
ARTICLE 18 – LONGEVITY	46
ARTICLE 19 – ACTING PAY	48
ARTICLE 20 – TRAVEL PAY	49
ARTICLE 21 – COMPENSATION FOR SERVICE INCURRED ACCIDENT OR ILLNESS	50
ARTICLE 22 – MEDICAL BENEFITS	52
ARTICLE 23 – UNIFORMS, UNIFORM MAINTENANCE, COMBAT AND SAFETY EQUIPMENT, TOOL ALLOWANCE, AND THE MAINTENANCE THEREOF	54
ARTICLE 24 – WORK DAY, WORK WEEK	55
ARTICLE 25 – LEAVE WITHOUT PAY AND SPECIAL LEAVE	58
ARTICLE 26 – POLYGRAPH EXAMINATIONS	65
ARTICLE 27 – SAFETY AND HEALTH ADVISORY COMMITTEE	66
ARTICLE 28 – EMERGENCY MEDICAL SERVICE COMPENSATION	67
ARTICLE 29 – METHOD OF EMPLOYEE CLASSIFICATION	68
ARTICLE 30 – SAVINGS CLAUSE	69
ARTICLE 31 – VOLUNTARY SEPARATION PROGRAM	70
ARTICLE 32 – DURATION OF AGREEMENT	71
Salary Schedules	72

AN AGREEMENT BETWEEN

THE CITY OF LAS VEGAS, NEVADA

AND THE

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1285

SUPERVISORY

June 24, 2012 to June 25, 2016

PREAMBLE

WHEREAS, the City is engaged in furnishing essential public services vital to the health, safety and welfare of the population of the City; and

WHEREAS, both the City and its employees have a high degree of responsibility to the public in so serving the public without interruption of essential services; and

WHEREAS, both parties recognize this mutual responsibility, they have entered into this Agreement as an instrument and means of maintaining the existing harmonious relationship between the City and its employees, and with the intention and desire to foster and promote the responsibility of a sound, stable and peaceful labor relations between the City and its employees; and

WHEREAS, the parties have reached an understanding governing the conditions of employment which shall prevail;

NOW THEREFORE, the parties do agree as follows:

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A. The City of Las Vegas (hereinafter called the "City") recognizes the International Association of Firefighters, Local No. 1285, (hereinafter called the "IAFF") as the exclusive bargaining agent for the Fire Department employees listed for the purpose of collective bargaining as set forth in NRS 288.

B. Persons in the following classifications are included within the Supervisory training unit:

Fire Battalion Chief

Fire Communication Supervisor

Supervisor of Fire Investigation

Deputy Fire Marshal

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ARTICLE 2 - NON-DISCRIMINATION

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A. The City and the Union agree not to discriminate against any member for

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his/her activity on behalf of, or membership in the Union.

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B. It is further agreed that the City and the Union will comply with all applicable

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federal laws and executive orders pertaining to non-discrimination and equal

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employment opportunity.

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ARTICLE 3 - EMPLOYEE RIGHTS

- 1 A. The City and the Union agree that employees eligible for membership in
2 the Union shall have the right to freely join, resign from, and/or assist the Union. The
3 freedom of such employees to assist the Union shall be recognized as extending to
4 participation in the management of the Union during non-work hours in the capacity of
5 a Union officer or representative. However, it is understood that the Union President
6 may work on Union business during station standby time.
7 B. There will be no change in any matter covered by this agreement without
8 the mutual consent of the parties.
9 C. There will be no change in any matter within the scope of bargaining
10 without negotiations as required by NRS 288.
11 D. Nothing in this Article shall abrogate or diminish the rights of the City under
12 the Management Rights Article of this Agreement.
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ARTICLE 4 - CITY MANAGEMENT RIGHTS

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A. Those subject matters which are not within the scope of mandatory bargaining and which are reserved to the City without negotiations (except as modified by the terms of this Agreement) include:

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1. The right to hire, direct, assign or transfer an employee, but excluding the right to assign or transfer an employee as a form of discipline.

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2. The right to reduce in force or lay off any employee because of lack of work or lack of funds, subject to paragraph (t) of subsection 2 of NRS 288.150.

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3. The right to determine:

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a. Appropriate staffing levels and work performance standards except for safety considerations;

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b. The content of the workday, including without limitation workload factors, except for safety consideration;

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c. The quality and quantity of services to be offered to the public;

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d. The means and methods of offering those services.

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4. Safety of the public.

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B. Notwithstanding this Agreement, the City is entitled to take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as riot, military action, natural disaster, or civil disorder. Such actions may include the suspension of any collective bargaining agreement for the duration of the emergency. Any action taken under the provisions of this subsection shall not be construed as a failure to negotiate in good faith.

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- 1 C. The City shall have the ultimate right and responsibility of the local
- 2 government employer to manage its operation in the most efficient manner consistent
- 3 with the best interests of all its citizens, its taxpayers and its employees.
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1 **ARTICLE 5 - UNION BUSINESS LEAVE**

2 A. Three members of the Union Negotiating Committee may be granted leave
3 from duty with full pay for all meetings between the City and the Union for the purpose
4 of renegotiating the terms of this contract, when such meetings take place at a time
5 during which such members are scheduled to be on duty.

6 B. Two members of the Union Grievance Committee may be granted leave
7 from duty for all meetings between the City and the Union for the purpose of
8 processing grievances, when such meetings take place at a time during which such
9 members are scheduled to be on duty.

10 C. Whenever department strength permits, Union officials or their designated
11 representatives may be granted leave from duty with or without pay for any reasonable
12 and just cause as may be determined and granted by the Fire Chief.

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1 **ARTICLE 6 - DUES AND OTHER PAYROLL DEDUCTIONS**

2 A. The City agrees to deduct from and reflect on the paycheck of each
3 employee within the bargaining unit who has signed an authorized payroll deduction
4 card such amount as the employee should designate as his Union dues and so
5 certified by the Treasurer of the Union. Such funds shall be remitted by the City to the
6 Treasurer of the Union within thirty (30) days after such deductions.

7 B. The Union shall indemnify and hold the City harmless against any and all
8 claims, demands, suits, and all other forms of liability which shall arise out of or by
9 reason of action taken (or not taken) by the City at the written request of the Treasurer
10 of the Union under the provisions of Section A above.

11 C. Dues deduction authorization shall be irrevocable for a period of one (1)
12 year and automatically renewed each year thereafter commencing October 1, except
13 that authorization may be withdrawn by an employee during a period of twenty (20)
14 days each year ending October 20. Such provision will appear on the Membership
15 Application and Dues Deduction Authorization Card. If dues deduction authorization is
16 not revoked during such period, it shall continue for the balance of the contract year or
17 upon termination of employment.

18 D. Upon written authorization to the City from an employee, the City agrees to
19 deduct on a regular basis from the wages of said employee such sums as he may
20 specify for United Way, I.A.F.F Local 1285 Insurance Trust, any financial institutions or
21 Credit Unions authorized under the City's Automatic Payroll Deduction Program and
22 other miscellaneous deductions agreed upon by the City and the Union. The
23 employees' authorization for the deductions in Paragraph D are revocable at the will of
24 the employee, as provided by law, and may be terminated at any time by the employee

- 1 by giving appropriate written notice to the City and the Union, where appropriate, or
- 2 upon termination of employment.

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1 **ARTICLE 7 - NO STRIKES**

2 A. The Union agrees that there shall be no strikes under any circumstances.

3 The members of the Union shall continue to furnish efficient service within all areas of
4 assigned responsibility.

5 B. For the purpose of this Agreement, the meaning of the word "strike" shall
6 be stoppage of work, slowdown or interruption of operations or absence from work
7 upon any pretext or excuse, such as illness, which is not founded in fact.

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ARTICLE 8 - BULLETIN BOARDS

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A. The City shall provide space for Union bulletin boards of the agreed size, to be located in the respective Fire Department buildings and to be used by the Union for the posting of notices of a responsible and reasonable nature concerning Union business and Union activities. The Union may also post notices onto the designated City Computer site. A copy of all material to be posted will be sent to the Fire Chief and/or his representative at the time of posting. The material referred to is such items as meeting notices, election results, etc.

B. The Union shall monitor the bulletin boards on a quarterly basis and remove any and all outdated material.

1 **ARTICLE 9 - RULES AND REGULATIONS**

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3 A. The City may adopt and amend Fire Department Rules and Regulations

4 consistent with NRS and this Agreement. These shall be the rules by which the City

5 administers the Fire Department and to which all employees covered by this

6 Agreement are bound.

7 B. The City and the Union further recognize that the matters covered by the

8 Fire Department Rules and Regulations include subject matter which is subject and

9 which is not subject to mandatory bargaining under the provisions of NRS 288. The

10 City and the Union also recognize that these Fire Department Rules and Regulations

11 are subject to change by the Fire Chief, or his designee, in accordance with the

12 procedure specified below.

13 C. The City and Union recognize and understand that the Fire Department

14 Rules and Regulations are general in nature and shall not be considered as all

15 inclusive. No inference will be drawn from the absence of a rule in the Fire Department

16 Rules and Regulations.

17 D. The procedure for changing Fire Department Rules and Regulations will

18 be as follows:

19 1. Except in the event of an emergency, no rule, regulation nor

20 amendment or cancellation thereof shall become effective until notice

21 thereof has been posted in each fire station for a period of ten (10)

22 consecutive days.

23 2. The City or the Union may request meetings to discuss their views

24 relative to work rules and proposed changes therein. Except in the

1 case of an emergency, said meetings shall be convened prior to the
2 implementation of the rule, regulation, amendment or cancellation.

3 3. The Fire Chief will issue a written response to all questions raised by
4 the Union. The Union will do the same. These responses are due
5 within three (3) days of the meeting with copies to the City Manager.

6 4. When the City and the Union are involved with contract negotiations,
7 rules and regulations may be changed as part of that negotiating
8 process.

9 E. Any dispute arising between the City and the Union concerning any
10 proposed or implemented modification or interpretation of the Fire Department Rules
11 and Regulations shall be subject to the provisions of the Grievance Procedure,
12 including arbitration, in this Contract.

13 F. Any dispute as to whether or not the subject matter of a proposed or
14 adopted rule or regulation is a mandatory subject of bargaining shall be submitted to
15 the Local Government Employee-Management Relations Board in accordance with
16 procedures outlined by the rules of that Board and NRS 288 prior to it being submitted
17 to arbitration.

18 G. Except in the event of an emergency no disputed rule will go into effect
19 prior to settlement of the dispute or arbitration award, whichever is earliest.

20 H. The parties agree that the Fire Department shall have a copy of the
21 current Fire Department Rules and Regulations at each work location. The City will
22 also provide a copy of the current Fire Department Rules and Regulations to any
23 Bargaining Unit member upon request.

1 I. All operational directives, bulletins, policy procedures, operational
2 notices, memos, and other material relating to the Fire Department Standard Operating
3 Procedures (SOP) shall be issued, and/or made available on computer, in an indexed
4 manual format with pages consecutively numbered, with the date of issue and effective
5 date. The SOP Manual, and/or computer file, shall be updated as required. Any
6 changes to the SOP Manual, and/or computer file, shall be issued to the Union thirty
7 (30) calendar days prior to the proposed change. The Union may request that a
8 specific change to the SOPs be submitted as a Rule and Regulation ten (10) days prior
9 to the proposed change. If such a request is made, that SOP change shall be subject
10 to the procedure outlined in Paragraphs D, E, and F of this Article. The Fire Chief shall
11 provide a copy of the SOP Manual and/or computer access to the SOP computer file
12 and all changes to the manual and/or computer file at each work location, three copies
13 to the Union, two copies to the Human Resources Department, and one copy to the
14 City Manager's Office. In addition, if available, the Chief shall provide computer access
15 to the SOP computer file at each work location.

16 J. Positive Discipline

17 The City and the Union agree to follow the Fire Department Positive
18 Discipline Program and Procedures as established by the parties. Changes to the
19 Positive Discipline Program and Procedures shall be accomplished in accordance with
20 Paragraphs D, E, F and G of this Article.

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1 **ARTICLE 10 - GRIEVANCE PROCEDURE**

2 A. The Employer and the Union agree that any grievance or dispute which
3 may arise between the parties concerning the interpretation and the application of the
4 expressed provisions of this Agreement shall be settled in the manner shown below. If
5 a dispute involves an established past practice within the Fire Department that would
6 be mandatorily negotiable under the provisions of NRS 288.150, that is not expressly
7 provided for in the provisions of this Agreement, such a dispute may be submitted for
8 resolution as a grievance. In such a case, the dispute shall be processed in the normal
9 fashion to the arbitrator step. The arbitrator selected, if any, shall then first rule on the
10 negotiability of the issue and whether or not the issue was a past practice. If the
11 arbitrator rules the dispute to be arbitrable, the same arbitrator shall hear the merits of
12 the underlying grievance. Actions taken for discharge and/or disciplinary reasons,
13 should a dispute arise, shall be settled through this grievance procedure, beginning at
14 the second step.

15 B. The parties agree that employees must successfully complete an initial
16 probationary period. Prior to the successful completion of an initial probationary period,
17 the City has the right to discipline or discharge an employee at any time, as long as the
18 action is consistent with applicable state and federal law. Nothing in this Agreement
19 interferes in any way with the City's right to discharge or discipline any employee prior
20 to the successful completion of an initial probationary period. Further, it is expressly
21 agreed that this grievance procedure is not applicable to actions taken for discharge
22 and/or discipline of an employee who has not successfully completed an initial
23 probationary period with the City.

1 C. The parties agree that a formal grievance shall start when it is a counseling,
2 reprimand or above reduced to writing and presented to the Deputy Chief for
3 resolution. Any informal resolution made by the immediate supervisor, before the
4 grievance is presented to the Deputy Chief, is subject to further review and may be
5 overruled by the Fire Chief. The Department will not discipline an immediate supervisor
6 for any attempt to resolve the matter informally.

7 D. The matter should first be discussed orally with the employee's immediate
8 supervisor within five (5) calendar days of the occurrence, or the employee having
9 knowledge of the occurrence, of the violation of this Agreement.

10 1. (Step 1) In the event the matter is not or cannot be resolved to the
11 satisfaction of the employee, by oral discussion with the immediate
12 supervisor, the aggrieved employee shall file a grievance in writing and
13 shall present the written grievance to the aggrieved employee's Deputy
14 Chief, with copies to his/her immediate supervisor, and to the Union
15 within ten (10) calendar days of the occurrence giving rise to the
16 grievance, or ten (10) calendar days of the employee's actual
17 knowledge of the occurrence. Failure on the part of the aggrieved
18 employee to do so shall be deemed an abandonment of the grievance
19 and shall preclude the aggrieved employee from further processing the
20 grievance as provided in Sections 2 through 8 below. The Deputy
21 Chief shall investigate the grievance and respond in writing within
22 seven (7) calendar days of receipt. The employee may meet
23 personally with the Deputy Chief upon request. If a grievant, who is not
24 represented by the Union, requests a meeting, the Deputy Chief will

1 notify the Union four (4) calendar days prior to the meeting and permit
2 the representative to attend. If the Deputy Chief fails to respond within
3 the time limits, the grievance shall proceed to the next step of the
4 grievance procedure.

- 5 2. (Step 2) If the grievance is not resolved to the satisfaction of the
6 aggrieved employee, in accordance with the procedures set forth in
7 Section 1 above, the aggrieved employee shall, within ten (10)
8 calendar days of receipt of the grievance from the Deputy Chief, or the
9 date when his response to the grievance was due, present to the Fire
10 Chief a copy of the written grievance. If the Deputy Chief has not
11 answered the grievance, the grievance shall be deemed to have been
12 delivered to the Fire Chief on the date the Deputy Chief's answer was
13 due. If the Deputy Chief did answer the grievance, a failure on the part
14 of the aggrieved employee to present the grievance, in a timely
15 manner in accordance with the provisions of this Section, shall be
16 deemed an abandonment of the grievance and preclude the aggrieved
17 employee from further processing the grievance as provided in
18 Sections 3 through 8. The Fire Chief, or the Acting Fire Chief, shall
19 investigate the grievance and respond in writing within fifteen (15)
20 calendar days of its receipt. The employee may meet personally with
21 the Fire Chief, or the Acting Fire Chief, upon request. If a grievant, who
22 is not represented by the Union, requests a meeting, the Chief will
23 notify the Union one (1) week prior to the meeting and permit its

1 representatives to attend. If the Fire Chief fails to respond within the
2 required time limits, the grievance shall proceed to the next step.

- 3 3. (Step 3) If the grievance is not resolved to the satisfaction of the
4 aggrieved employee, in accordance with the procedures set forth in
5 Section 2 above, the aggrieved employee shall, within fifteen (15)
6 calendar days after receipt of the written response by the Fire Chief,
7 present to the City Manager a copy of his grievance as provided in
8 Sections 1 and 2 above. If the Fire Chief has not answered the
9 grievance, the grievance shall be deemed to have been delivered to
10 the City Manager on the date that it was due from the Fire Chief. The
11 City Manager, or his representative, shall investigate the grievance and
12 respond in writing within fifteen (15) calendar days of its receipt. The
13 grievant may meet personally with the City Manager, or his
14 representative, upon request. If a grievant, who is not represented by
15 the Union, requests a meeting, the City Manager will notify the Union
16 one (1) week prior to the meeting, and permit its representatives to
17 attend.

- 18 4. If the grievance is not resolved to the satisfaction of the aggrieved
19 employee, in accordance with the procedures set forth in Section 3
20 above, the aggrieved employee may, within fifteen (15) calendar days
21 of the receipt of the City Manager's answer to his grievance or within
22 fifteen (15) calendar days of when the answer was due, request that
23 the matter be submitted to final and binding arbitration by written
24 notification to the Director of Human Resources. Failure on the part of

1 the aggrieved employee to do so shall be deemed to be an
2 abandonment of the grievance and shall preclude the grievance from
3 any further consideration. The representatives of the parties shall meet
4 for the purpose of selecting an impartial arbitrator within ten (10) days
5 from the date of notification by the aggrieved employee that the matter
6 is to be submitted to binding arbitration. If the parties are unable to
7 agree on an impartial arbitrator within that ten-day period, the parties,
8 or a party acting jointly or separately, shall request the American
9 Arbitration Association to submit a panel of seven arbitrators. To select
10 an arbitrator from the panel, the parties may either mutually agree to
11 one or shall alternately strike one name each, with the last remaining
12 name becoming the arbitrator. The party seeking arbitration shall strike
13 the first name. The parties must meet to strike names within ten (10)
14 days of receipt of the list of arbitrators from the American Arbitration
15 Association.

- 16 5. Any dispute, claim or grievance submitted to final and binding
17 arbitration under the provisions of this Article shall be in accordance
18 with the voluntary labor arbitration rules of the American Arbitration
19 Association. All costs for the arbitration services shall be shared
20 equally by both parties to the arbitration. Any party desiring transcripts
21 of the arbitration hearing shall be responsible for the cost of such
22 transcripts. Each party shall be responsible for their own costs of
23 preparing their case, attorney fees, witness fees, and any other
24 expense they incur individually.

- 1 6. Whenever any grievance is submitted in writing, it shall be done in four
2 copies on a proper grievance form, a copy of which is attached to this
3 contract and made a part thereof. The copies shall be distributed as
4 follows by the aggrieved: (1) Deputy Chief; (2) Director of Human
5 Resources; (3) President of the Union; and (4) employee's copy.
- 6 7. The time limits specified in Paragraphs 1 through 4 may be extended
7 by written agreement of the grievant or his representative and the
8 City's authorized representatives at that step of the grievance process.
- 9 8. In computing any period of time described or allowed in the grievance
10 procedure, the day of the act, event, or default from which the
11 designated period of time begins to run shall not be included. The last
12 day of the period so computed shall be included unless it is a
13 Saturday, Sunday, or holiday, in which event the period runs until the
14 end of the next day which is not a Saturday, Sunday, or holiday.
- 15 9. The aggrieved employee shall have the right to be represented by
16 members of the Union or its attorney at all levels of the grievance
17 procedure, except during the initial consultation with the employee's
18 immediate supervisor specified in Paragraph D of this Grievance
19 Procedure. The employee shall be present, except in the event of an
20 emergency. The employee retains the right to proceed on their own
21 behalf without the representation by the Union, and shall have the right
22 to be represented by licensed Nevada legal counsel at all levels of the
23 grievance procedure. If the Union is not the employee's representative,
24 the appropriate Union representative shall be afforded the opportunity

1 to be present at any discussions between the employer and the
2 employee wherein settlement of the grievance is discussed.
3 Settlements reached shall not be inconsistent with the provisions of
4 this Agreement. The Union must expressly agree to any proposed
5 settlement of a grievance. Should the Union believe that a proposed
6 settlement made by an individual employee and the City is inconsistent
7 with the provisions of this Agreement, the employee or the Union can
8 request the matter proceed to the next level of this procedure; all
9 normal timelines shall apply. In those cases where the Union has
10 declined to agree to a proposed settlement and the matter proceeds to
11 a next step, both the employee and the Union shall be afforded party
12 status.

13 10. The Union shall provide the Director of Human Resources with a list of
14 names of all persons authorized to act on behalf of the Union, and
15 shall also provide the Director of Human Resources with written
16 notification of any changes to such list within ten (10) days of said
17 change.

18 11. "Day" shall be defined as calendar day.
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1 **ARTICLE 11 - PERSONNEL REDUCTION**

2 A. The City and the Union agree that a reduction in force of personnel, as it
3 pertains to employees in positions of an indefinite duration which are abolished and
4 which are covered by the provisions of this Contract, shall be as follows:

5 1. Competition for retention shall be limited to employees holding
6 positions in those classifications.

7 2. Competition for retention in employment in classification and position
8 shall be based on seniority of service within that classification and
9 position with the City. The order of reduction in force within a
10 classification shall be:

11 a. Temporary employees

12 b. Probationary employees

13 c. Regular employees in reverse order of their seniority within a
14 classification.

15 3. All personnel who are affected by a reduction in force shall have the
16 right to receive a reduction in classification and position to a lower
17 classification/position that they are qualified to fill through previous
18 service in that classification/position.

19 4. All personnel involved in a reduction in a classification and position
20 shall have the opportunity to return to the position from which the
21 employee was reduced before any other person shall be promoted to
22 that position in that same classification and position.

23 5. Any employee terminated under the provisions of this Article shall have
24 the opportunity to return to work before any new employee is hired.

1 Previous employees shall be notified by certified mail, return receipt
2 requested, at their last known address, and shall respond within
3 fourteen (14) calendar days of mailing by certified mail or in person
4 that they are accepting the offer of re-employment on the date
5 specified in the offer. Employees will remain on the rehire list for thirty-
6 six (36) months from the date of the employees' layoff.

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- 1 1. Date of promotion
- 2 2. Order of promotion as made by the Fire Chief
- 3 3. Departmental seniority
- 4 F. Departmental seniority shall prevail when comparing the seniority of
- 5 employees in unlike classifications.

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1 **ARTICLE 14 - ANNUAL LEAVE**

2 **PART 1 - ACCRUAL**

3 A. Employees shall be eligible to take annual leave after completion of six (6)
4 months of continuous full-time service. Annual leave shall accrue bi-weekly from the
5 date on duty to all employees, except those employed on a temporary basis, in an
6 amount equal to:

7 56-Hour Personnel

8	<u>Years of Continuous Service</u>	<u>Accrued Shifts</u>	<u>Bi-weekly Hours</u>
9	11 years through 15 years	10.66 Shifts	9.84
10	16 years or more	11.66 Shifts	10.70

11 40-Hour Personnel

12	<u>Years of Continuous Service</u>	<u>Accrued Shifts</u>	<u>Bi-weekly Hours</u>
13	2 years through 10 years	15 Shifts	4.62
14	11 years through 15 years	22.5 Shifts	6.92
15	16 years or more	25 Shifts	7.70

16 B. For employees hired prior to July 1, 2013, annual leave may be
17 accumulated to a maximum of two and one-half the current annual earning rate. For
18 employees hired after July 1, 2013 annual leave may be accumulated to a maximum of
19 two times the current annual earning rate. On December 31 of each year, any annual
20 leave exceeding the maximum shall be forfeited.

21 C. Upon approval of the City Manager, employees may be advanced annual
22 leave. Advanced annual leave will not normally exceed one-half of the employee's
23 annual accrual.

1 D. An employee who has taken advanced annual leave beyond that accrued
2 at the time of termination shall make restitution for such leave either by deduction from
3 any amount owed him or by cash refund.

4 E. Employees normally assigned to a 56-hour work week who are involuntarily
5 assigned to a 40-hour work week assignment will continue to receive annual leave in
6 accordance with the 56-hour work week provision.

7 F. Employees who are in non-pay status for any part of the pay period shall
8 have their annual leave accumulation reduced on a prorated basis.

9 G. Upon termination of employment, each eligible employee shall be
10 compensated at his/her regular hourly rate for all unused vacation hours.

11 H. Fifty six (56) hour employees may elect to exchange up to six (6) shifts of
12 annual leave for six (6) shifts pay, and forty hour (40) employees may elect to
13 exchange up to eight (8) shifts of annual leave for eight (8) shifts pay, subject to the
14 following conditions:

- 15 1. Exchange of annual leave shall only be done at the first payday of
16 each December unless otherwise authorized by the City Manager.
 - 17 2. To be eligible to exchange annual leave for pay the employee must
18 have taken the equivalent of at least five (5) shifts annual leave during
19 the twelve-month period immediately preceding the exchange.
 - 20 3. Exchange privileges apply only to accrued annual leave.
 - 21 4. The employee's accrued annual leave balance must be ten (10) shifts
22 or more at the time of the exchange.
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1 PART 2 - USE AND SCHEDULING

2 A. Applications for annual leave must be approved in advance of taking leave.

3 B. Vacation hours will be charged as used, hour for hour. An employee shall
4 be paid at his/her regular hourly rate for each hour of vacation time taken.

5 C. For forty (40) hour work-week personnel, holidays, as enumerated in this
6 agreement, occurring within the vacation period will not be counted against vacation
7 hours.

8 D. A shift for non-combat personnel shall be defined in Article 24. A shift for
9 combat personnel shall be defined as one (1) 24-hour period.

10 E. For scheduled vacations which begin on or after January 1, 1985,
11 employees may select and take their annual leave subject to the following:

12 1. Employees may select either a single month vacation or a split
13 vacation.

14 2. A split vacation shall consist of two (2) or more separate periods
15 consisting of at least two (2) normal work cycles within the calendar
16 year. A normal work cycle is the employee's normal work week or the
17 three (3) 24-hour shifts consecutively linked by 24-hour off-duty
18 periods for the fire suppression division.

19 3. A full month's vacation shall consist of a maximum of four (4) normal
20 work cycles.

21 4. Vacation schedules will be developed by using three (3) rounds of
22 requests.

23 a. All employees may select the work cycles for either a full month
24 vacation or the first portion of their split vacation, then;

1 b. Employees may then select the second portion of their split
2 vacation, then;

3 c. Employees may select additional time beyond a single month
4 or split vacation to the extent positions are available.

5 5. All vacations shall be scheduled to commence on the beginning of a
6 normal work cycle.

7 6. In the suppression division the months of June, July, and August shall
8 be used for split vacations only.

9 7. Employees must submit their vacation requests to their division head
10 or the designated vacation coordinator prior to the 15th of November.
11 Vacation schedules will be compiled and distributed prior to the 15th of
12 December.

13 8. Approval of selected dates for vacation will be based on the
14 departmental seniority, with the employee with the highest
15 departmental seniority in their respective division or on their respective
16 platoon given preference over those with lower seniority.

17 9. The number of employees of a particular rank allowed off at any one
18 time may be limited to the number of qualified replacements available
19 for service.

20 10. Employees that desire to take annual leave in addition to the
21 scheduled vacation should submit a request to their division head at
22 least three (3) working days prior to the requested date. Annual leave
23 requests will be considered for approval by application of the following
24 factors:

- 1 a. The number of positions available as determined by subtracting
- 2 the number of positions scheduled for vacation from the
- 3 positions allowed off for vacation at any one time.
- 4 b. The date the request was received.
- 5 c. The number of qualified replacements available for the rank of
- 6 the requesting employee.
- 7 d. Departmental seniority as indicated in item 8 above.
- 8 11. Employees are responsible for making certain that they will not have
- 9 an excess of maximum allowable accumulated annual leave at the end
- 10 of the calendar year. The City shall not be responsible for making up
- 11 any time forfeited at the end of the year that is caused by an individual
- 12 taking insufficient vacation time.
- 13 12. Emergency annual leave shall be granted upon the notification to the
- 14 appropriate immediate supervisor of the need for emergency annual
- 15 leave. The leave must be approved by the on-duty Battalion Chief or
- 16 other appropriate personnel in non-suppression divisions, prior to the
- 17 employee leaving the work location. Employees who need to get
- 18 approval for Emergency Annual Leave prior to reporting to duty for
- 19 their scheduled shift shall get said approval from the on-duty Battalion
- 20 Chief, or other appropriate personnel in non-suppression divisions.
- 21 Emergency Annual Leave may be granted only if all available annual
- 22 leave positions have been previously allotted, and the request is as a
- 23 result of a condition which could not have reasonably been predicted
- 24 in advance of need and been scheduled in accordance with normal

1 departmental policy, and the immediate personal attention of the
2 employee is absolutely required to protect the health, safety, and/or
3 welfare of the employee or the employee's immediate family.
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ARTICLE 15 - HOLIDAYS

A. The City and the Union agree that the legal holidays shall be considered to be:

New Year's Day	Nevada Day
Martin Luther King's Birthday	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	Employee's Floating Birthday

B. Any day that may be declared a holiday by the President of the United States, the Governor, or the Mayor.

C. If any of the above holidays fall on Sunday, the following Monday shall be considered as the legal holiday. If any of the above holidays fall on Saturday, the preceding Friday shall be considered as the legal holiday.

D. All full-time employees who are in positions that are manned on a 40-hour week, Monday through Friday basis, shall be entitled to time off on such legal holidays. Employees who work or are called back shall be paid in accordance with the overtime provisions of this contract.

E. All full-time employees in positions which are manned on a 24-hour per day basis who work on a legal holiday as part of their regular work schedule, or whose regularly scheduled day off falls on a legal holiday, shall receive compensation in cash for the holiday as follows:

1 1. Twelve (12) hours if they are on a 40-hour per week work schedule.

2 2. Sixteen (16) hours if they are on a 56-hour per week work schedule.

3 F. Employees may have the option to select on a yearly basis in July by
4 written authorization to the Department that they prefer to have their holiday time
5 and/or birthday credited to their annual leave account to be used in accordance with
6 the provisions of Article 14 - Annual Leave.

7 G. All full-time employees, in order to be entitled to a legal holiday or holiday
8 pay, shall be on full pay status on their scheduled work day immediately preceding and
9 immediately following such holiday.

10 H. Employees normally assigned to a 56-hour work week who are involuntarily
11 assigned to a 40-hour work week assignment will continue to receive holiday
12 compensation in accordance with the 56-hour work week provisions.

13 I. Floating birthday holidays shall be used in lieu of any scheduled and
14 approved annual leave shift by the employee making the appropriate entry on his or
15 her time card. Employees shall be credited with their floating birthday holiday at the
16 beginning of the pay period in which their birthday occurs. The floating birthday holiday
17 must be used within the following 12 months. Employees may also take their Birthday
18 Holiday as cash on an hour for hour basis, during the pay period on which their
19 birthday falls.

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1 C. All sick leave shall be approved by the Fire Chief or his designated
2 representatives. Employees who do not become ill on the job shall call in, as required
3 by the work rules, before the beginning of their shift when using sick leave.

4 D. Any full-time employee who has exhausted his accumulated sick leave may
5 be granted leave without pay.

6 E. Immediate family shall be defined as the employee's spouse, child,
7 stepchild, foster child, father, mother, father-in-law, mother-in-law, brother, sister,

8 F. Employees covered by this Agreement shall be subject to the following
9 reporting requirements for payment of sick leave:

- 10 1. Sick Leave Request: Employees are required to file and sign a sick
11 leave request as evidence that the reason for the employee's absence
12 was a legitimate use of sick leave as outlined above.
- 13 2. Certificate of Recovery and Fitness: A Certificate of Recovery and
14 Fitness shall be submitted by the employee upon return to work from
15 any illness that required the use of sick leave for three (3) or more
16 consecutive scheduled working days if the employee is requested to
17 do so by the Fire Chief or his designee. Such certificate shall be
18 signed by a physician and shall state that the employee is capable of
19 returning to work. The Fire Chief or his designee can require that an
20 employee submit a Certificate of Recovery and Fitness because of
21 extensive use of sick leave. "Extensive" shall mean in excess of six (6)
22 incidents of sick leave usage in a 12-month period.

23 G. Employees shall report to work if recovery from illness is made during the
24 normal work hours. Employees shall be at their place of residence, a medical facility, or

1 their doctor's office, or shall notify the Fire Chief or designee of their whereabouts when
2 using sick leave. Any gainful employment, pursuit of personal business, recreation,
3 travel for recreation or non-sick leave usage, or other such activity when an employee
4 is on sick leave is considered evidence of abuse of sick leave unless approved in
5 advance in writing by the Fire Chief or designee.

6 H. Accumulation of unused sick leave.

7 1. For 56-hour personnel:

8 The maximum accumulation of sick leave for employees hired before
9 July 1, 2013, shall be 2,304 hours (96 shifts), except for those persons
10 who had accumulated 2,304 or more hours on July 5, 1981, in which
11 event the maximum shall be the total accumulated on July 5, 1981. For
12 56-hour personnel hired after July 1, 2013 the maximum accumulation
13 of sick leave shall be 1,920 hours (80 shifts).

14 2. For 40-hour personnel:

15 The maximum accumulation of sick leave shall be 840 hours, except
16 for those persons who had accumulated 840 or more hours on July 5,
17 1981, in which event the maximum shall be the total accumulated on
18 July 5, 1981.

19 3. Those currently exempt from an accumulation maximum under the
20 1980-81 contract shall remain exempt from a sick leave accumulation
21 maximum.

22 I. Compensation for Unused Sick leave an employee shall receive payment
23 for unused sick leave which has accrued, after five (5) years continuous full-time
24 service. Payment shall be as follows:

- 1 1. For all sick leave hours accrued up to July 1, 1976, payment shall be
2 based on the following formula:

3 One-half ($\frac{1}{2}$) of the employee's accrued sick leave hours divided by
4 twenty-four (24) or eight (8) in case of 40 hours per week personnel
5 and paid at a daily rate equivalent to one-tenth ($\frac{1}{10}$) of the
6 employee's bi-weekly base salary including longevity. The formula is
7 as follows:

8 T = Total sick leave hours accumulated

9 S = Bi-weekly salary

10 T divided by 2 divided by 24 (or 8) x $\frac{1}{10}$ (S) = Payoff

- 11 2. For all hours earned after July 1, 1976, through July 3, 1981, payment
12 shall be computed as follows:

13 a. One-half ($\frac{1}{2}$) of the employee's accumulated sick leave hours
14 times the employee's hourly rate of pay including longevity up to
15 twenty (20) years of service. EXAMPLE: 288 hours divided by 2 x
16 \$6.97 hr. = \$1,003.68

17 b. After twenty (20) years employment with the City, upon retirement,
18 death, or as a result of a disability resulting in mandatory
19 separation from City employment, employees will be paid for their
20 accumulated sick leave at their current hourly rate plus longevity
21 up to a maximum of 2,304 hours or individual cap plus any current
22 accumulation.

23 In the event of death, the sum will be paid to the beneficiaries
24 designated on the "Designation of Personal Representatives" form

1 in the Human Resources Department. Sick leave hours shall be
2 used on a First In - First Out (FIFO) accounting method. This
3 means all hours accumulated prior to July 1, 1976, shall be used
4 first.

- 5 3. For hours earned after July 4, 1981, payment shall be computed as
6 follows:

7 On the first payday of December of each year, the City shall "buy
8 back" one-half of all sick leave hours accrued but not used above the
9 2,304 hour maximum payoff limit, or above the individual payoff limit,
10 whichever is applicable, during that calendar year by said employees.

11 The one-half sick leave accrual for any calendar year that was not
12 bought back by the City shall become a sick leave "Bank" of the
13 employee, but shall not be eligible for pay-off at anytime, including
14 separation. Sick leave "Bank" hours shall be used only upon
15 exhaustion of all other sick leave hours. Employees with more than
16 2,304 hours of sick leave accrued as of July 5, 1981, shall have their
17 July 1, 1981, accrual as their maximum payoff limit. If an employee's
18 accrual drops below the July 1, 1981, payoff limit, that accrual
19 becomes the employee's new maximum limit. Should the accrual of
20 any such employee be reduced to 2,304 hours or less, the employee
21 shall then be included under the 2,304 hour maximum payoff
22 provision. For accounting purposes, these employees shall have sick
23 leave charged to their account on a Last In, First Out (LIFO) basis as
24 long as their accrual remains above 2,304 hours or the July 5, 1981,

1 balance. Should their accumulation drop to 2,304 or less, their sick
2 leave will then be charged on a First In, First Out (FIFO) basis. Those
3 hours that are eligible for payoff, upon separation, shall be paid as
4 stipulated in Paragraph (I)2. of this Article. Those employees with
5 twenty (20) years or more service as of July 1, 1980, and all
6 Supervisory Employees as of July 1, 1980, shall be exempt from the
7 accumulation limit provisions of Paragraph H.

- 8 4. A conversion factor of 1.4 shall be used to transfer sick leave benefits
9 when reassigned from an 8-hour shift to 24-hour shift or vice versa.

10 EXAMPLE: 8-hour shift transfers to 24-hour shift:

11 Conversion factor

12 Balance of 150 hours x 1.4 = 210 hours

13 24-hour shift transfers to 8-hour shift

14 Conversion factor

15 Balance of 210 hours divided by 1.4 = 150 hours

- 16 5. If an employee of the bargaining unit uses no more than five (5) shifts
17 of sick leave in a year, he/she shall receive three (3) bonus shifts to be
18 added to his/her annual leave. If an employee of this bargaining unit
19 uses four (4) or fewer shifts of sick leave in a year, he/she shall receive
20 four (4) bonus shifts. The employee shall request in writing his/her
21 option to be paid in cash for one or more shifts and has the option of
22 taking part of his/her bonus shifts in cash and part as regular annual
23 leave shifts. This request shall be submitted by the end of the first pay

1 period in June for payment during the next pay period. This request
2 shall be honored subject to the needs of the City.
3

1 **ARTICLE 17 - WAGES**

2 A. The City and the Union agree that the wages paid eligible members shall
3 be 17% above the salary grade for Fire Captain as identified in the contract between
4 the City of Las Vegas and the International Association of Firefighters, Local 1285,
5 non-supervisory bargaining unit.

6 The City agrees to pay eligible members contribution to the Public
7 Employees Retirement System. Any increase to the Public Retirement System
8 contribution rate above the rate of 37% will be shared by the City and the employee,
9 each paying 50% increase. For all non-early retirement classifications covered by this
10 contract, the PERS contribution increase that was effective in 2011, and any future
11 increases shall be shared equally by the City and employee. However, it is agreed
12 that, the PERS increase which went into effective July 1, 2011, will not begin to be
13 shared equally until the payment following the ratification of the 2011 Agreement by
14 both the City and Local 1285, and the City will be responsible for any payments prior to
15 said ratification date.

16 B. Employees assigned to a permanent 40-hour position, excluding the paid
17 meal period, shall be paid an incentive payment equal to seven (7%) percent of the top
18 step of the salary grade to which members of this unit are assigned. This seven (7%)
19 percent incentive payment will be divided by 26 and included with the employee's
20 regular bi-weekly pay.

21 C. Employees assigned by the Fire Chief and approved by the Deputy City
22 Manager from a 56-hour work week to temporary 40-hour work week assignments of
23 less than one year which would cause that employee a loss of Holiday Compensation
24 may be compensated by the payment of Holiday Compensation at the employee's

1 normal 56-hour base pay plus longevity rate for all holidays occurring during the
2 temporary 40-hour assignment. Employees who are on light duty are excluded.

3 D. An employee who has been officially designated by the Fire Chief and
4 approved by the Deputy City Manager to assume responsibilities outside of the normal
5 job duties of the employee's regular classification requiring increased responsibility
6 and/or technical expertise may be compensated a flat fee of \$120 bi-weekly in addition
7 to the employee's normal base bi-weekly pay, plus longevity for a maximum of
8 thirteen (13) pay periods in any twenty-six (26) pay periods. Approvals must be granted
9 in advance and must be for specific pay periods. This is not intended to change or
10 negate acting pay for permanently assigned suppression or support personnel acting
11 within those divisions.

12 E. The City of Las Vegas and the International Association of Firefighters,
13 Local 1285, do hereby agree to a twenty-eight (28) day work period for the computation
14 of Fair Labor Standards Act overtime, to be effective on or before April 15, 1986.

15 As defined within the Fair Labor Standards Act, the hours of overtime
16 computation governed by this agreement shall be those hours in excess of two
17 hundred and twelve (212) hours per twenty-eight (28) day work period.

18 (F) Effective June 23, 2002, the City will contribute, on a monthly basis, the
19 same amount identified in the contract between the City of Las Vegas and the
20 International Association of Firefighters Local 1285, non-supervisory bargaining unit
21 per employee, per month, to the Las Vegas Firefighters Health and Welfare Trust.

22

ARTICLE 18 - LONGEVITY

A. The longevity pay for eligible members shall be paid on the following basis: upon completion of six (6) consecutive years of employment, covered employees shall receive an additional three percent (3%) of their bi-weekly base salary. For each year of continuous service thereafter, each employee shall receive an additional one-half of one percent ($\frac{1}{2}$ of 1%) increase of the base salary until a maximum of fifteen percent (15%) has been reached for thirty (30) years of continuous employment with the City of Las Vegas. This longevity plan shall become effective on the hiring anniversary date of covered employees. Overtime or any other incentive payments shall not be considered in the calculation of longevity pay.

B. Employees hired after July 1, 1980, shall have a maximum longevity benefit of ten percent (10%) at twenty (20) years; however, their starting and yearly accumulations shall be the same as those in Paragraph A.

C. Employees hired after January 1, 2003, shall receive longevity pay on the following basis: upon completion of ten (10) consecutive years of employment, covered employees shall receive an additional three percent (3%) of their bi-weekly base salary. For each year of continuous service thereafter, each employee shall receive an additional one-half of one percent ($\frac{1}{2}$ of 1%) increase of the base salary until a maximum of ten percent (10%) has been reached.

D. Employees hired after July 1, 2013 shall not be eligible for the longevity pay which shall continue to be applicable to employees hired before July 1, 2013. Instead, for employees hired after July 1, 2013, Step 1 shall be increased by an additional two and one half percent (2.5%), and, there shall be an additional step added, which will be listed as Step 11, and which shall reflect a three percent (3%) pay increase above Step

1 10. The specified change to Step 1, and the creation of the new Step 11, shall be
2 reflected in the City of Las Vegas Fire Classified Salary Schedule, which is attached
3 hereto and incorporated thereby as Attachment B of this agreement.

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ARTICLE 19 - ACTING PAY

A. The City and the Union agree that any employee who has been officially designated by the Fire Chief or his designated representative to assume temporarily the full responsibilities of an established position of a higher grade for four (4) hours for those assigned to a 56-hour work week or four (4) hours for those assigned to a 40-hour work week or more shall be paid five percent (5%) or the minimum of the new classification assumed whichever is greater as acting pay.

COMPENSATION FOR SERVICE INCURRED ACCIDENT OR ILLNESS

B. Should an employee suffer a service-incurred accident or illness, and the employee's present gross salary, excluding overtime, is not entirely protected under the provisions of the workmen's compensation program, the City will pay to the employee an amount equal to the difference between the compensation received and the employee's then present gross salary, excluding overtime, for a period of one calendar month from the first day of absence due to illness or injury. The City may continue this maintenance of income at full or partial pay for periods of thirty (30) days up to a maximum time limit of sixty (60) months.

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1 soon as possible after release by a qualified physician, which may be either City or
2 employee appointed. In the event of a difference of opinion between qualified
3 physicians, the employee shall be entitled to have the issue resolved in accordance
4 with the Civil Service Rules.

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ARTICLE 22 - MEDICAL BENEFITS

A. The City and the Union agree that the City will pay part of the cost of the employees' and dependents' hospitalization and health insurance plan as set forth in the LAS VEGAS FIREFIGHTERS HEALTH AND WELFARE TRUST AGREEMENT.

The City will contribute the same amount contributed by the City to employees covered under the non-supervisory contract between the City and Local 1285.

B. All communications concerning health and welfare plans and coverage by the Firefighters to the City shall be directed to the Director of Human Resources Department. Any request for increased insurance premiums shall be accompanied by a financial statement showing the various benefit costs, employee vs. dependent, on a total and on a line item basis. The Union agrees that it will provide the City, upon request, within forty-eight (48) hours, copies of all written correspondence between the Trustees, the Trust Administrator, and the Union.

C. The City agrees to deduct from the paycheck of each employee in the bargaining unit and the Union who has signed an authorized payroll deduction card such amount as the employee may designate as dependent insurance coverage and/or amount designated as insurance coverage in excess of that provided in the first paragraph of this Article. All such insurance funds shall be remitted by the City to the LAS VEGAS FIREFIGHTER HEALTH AND WELFARE TRUST AGREEMENT within one (1) month after deduction.

1 D. The Union agrees to indemnify, and hold the City harmless against any and
2 all claims, suits, orders, or judgments brought or issued against the City as a result of
3 any action taken or not taken by the City with respect to authorized deductions for
4 coverage in excess of that provided in the first paragraph of this Article.

5

1 **ARTICLE 24 - WORK DAY, WORK WEEK**

2 A. The City and the Union agree that the workday, work week, including paid
3 meal period(s) for 56-hour personnel and excluding the meal period for 40-hour
4 personnel, shall be as follows:

5 Normal	Normal	Normal	Bi-Weekly
6 <u>Classification</u>	<u>Work Day</u>	<u>Work Week</u>	<u>Hours</u>
7 Fire Battalion Chief assigned to			
8 Support Services	8 hours**	40 hours	80
9 Battalion Chief assigned to			
10 Hazardous Materials	8 hours**	40 hours	80
11 Battalion Chief assigned to			
12 EMS	8 hours**	40 hours	80
13 Fire Battalion Chief	24 hours	56 hours*	112
14 Supervisor of Fire			
15 Investigation	8 hours**	40 hours	80
16 Fire Communication Supervisor	8 hours**	40 hours	80
17 Battalion Chief assigned to			
18 Drillmaster	8 hours**	40 hours	80
19 Battalion Chief assigned to			
20 Fire Training	8 hours**	40 hours	80
21 Deputy Fire Marshal	10 hours or 8 hours	40 hours	80

22 *Averaged annually

23 **May be averaged weekly to accommodate any alternate work schedule approved by
24 the Fire Chief.

25 B. All personnel required to work longer than their normal bi-weekly hours
26 shall be paid overtime on a time and one-half (1½) hourly rated basis, based on their
27 bi-weekly rate of pay including longevity.

1 C. When the Fire Chief, or his designated representative, believe that it is
2 necessary to call out one or more members of the department, eligible members called
3 shall be paid overtime on a time and one-half (1½) rated basis. Said employee shall be
4 paid for a minimum of four (4) hours, regardless of having worked less than four (4)
5 hours. However, in the event the period of call-out extends into the employee's normal
6 working shift, such employee shall be paid for the time actually worked in addition to
7 his normal working shift. If the period of call-out exceeds four (4) hours, the employee
8 shall be paid for the amount of time actually worked.

9 D. An employee who works less than four (4) hours on the initial four-hour
10 period and is then called out a second time during the initial four-hour period shall not
11 be entitled to any additional overtime pay unless the aggregate time worked for both
12 occurrences shall exceed four (4) hours, in which case he shall be paid for the
13 aggregate time so worked. In the event an employee is called out for a second time
14 after the expiration of four (4) hours from the first call-out, the employee shall be paid
15 for a minimum of four (4) hours for each call-out, except as provided in the previous
16 paragraph.

17 E. A shift shall be defined as the employee's normal workday.

18 F. The department may temporarily assign 56-hour personnel to a 40-hour
19 work week for the purpose of completing department required training. Employees
20 temporarily assigned to a 40-hour work week will continue to receive annual leave, sick
21 leave, and holiday pay, in accordance with the 56-hour work week provision. This
22 temporary 40-hour assignment shall be limited to 21 consecutive calendar days in a
23 12-month period.

1 G. Whenever it is necessary to staff the Suppression Battalion Chief
2 position using overtime, offers will be made in the following order:

3 1. 56 hour Battalion Chiefs

4 2. Actors from the Battalion Chief eligible list

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ARTICLE 25 - LEAVE WITHOUT PAY AND SPECIAL LEAVE

A. Maternity/Paternity/Adoption Leave

Employees shall be entitled to leave without pay for up to a maximum of six (6) months for purposes of childbearing and/or for caring for newly born or newly adopted children. Additional maternity/paternity or adoption leave or use of maternity/paternity or adoption leave not expressly set forth herein may be awarded only upon written authorization of the City Manager. Employees may use accrued sick leave for maternity/paternity or adoption purposes, provided such sick leave meets all the requirements set forth in this contract.

B. Military Leave

Whenever a non-temporary employee enters the Armed Forces of the United States, whether voluntarily or involuntarily, the following shall apply:

The employee shall be granted military leave without pay for the duration of the employee's active service.

Any employees so granted military leave, who are later honorably discharged or discharged as a result of disability from the Armed Forces shall be restored to their former classification or to a like classification. To qualify for such restoration, the employees must make application for reinstatement within ninety (90) calendar days of discharge. Such restoration is further dependent upon the City's circumstances having not changed in such a manner as to make such reinstatement impossible or unreasonable, and upon determination by the City Manager that the employee is able to perform the duties and responsibilities of the position.

1 Any employees so restored shall be granted accrued seniority, benefits, or
2 other compensation in accordance with the applicable Federal law.

3 Persons who are employed to fill positions vacated as a result of the
4 employee being placed on military leave shall be so notified at the time of their
5 appointment. Such appointments may be made on a temporary basis if the employee
6 is on military leave for a period of less than one year. Any persons employed on a
7 non-temporary basis in positions vacated as a result of military leave may be subject to
8 reassignment, transfer, reduction in grade, or termination upon reinstatement of the
9 returning employee. Any such reassignment, transfer, reduction in grade, or
10 termination shall be done in accordance with reduction in force procedures specified in
11 this agreement.

12 Any employee holding reserve status in any of the regular branches of the
13 Armed Forces of the United States or the Nevada National Guard who is obligated or
14 ordered to serve on training duty shall be granted military leave for a period not to
15 exceed fifteen (15) work days in any one calendar year. Compensation during such
16 leave shall be the normal gross salary that the employee receives from the City,
17 excluding overtime. The employee shall be entitled to retain any Armed Services pay
18 earned during the training duty. Employees are required to furnish copies of all orders
19 directing training, along with their request for time off. Employees who are excused
20 from work are required to report back to their Fire Department duty station upon
21 completion of the Military Training Session.

22 When an employee is ordered to report for a pre-induction physical, time
23 spent up to three (3) days shall be considered an emergency military leave and shall

1 be granted with pay upon presentation of such orders to the employee's immediate
2 supervisor.

3 C. Court Witness or Jury Duty Leave

4 Employees called to serve on jury duty or subpoenaed to appear as a
5 witness in a court proceeding shall receive their regular City pay, less any jury or
6 witness pay. Those persons who are called as witnesses, or who are called but not
7 selected to serve on a jury, or who complete the day's jury duty prior to the end of their
8 normal shift shall report back to work when excused by the court or tribunal. This
9 section shall not apply to persons whose appearance in court is the result of their
10 status as defendants in a criminal proceeding or to persons called or appearing as a
11 party in Civil proceedings unrelated to City business.

12 D. Leave Without Pay

13 Leave without pay may be granted to employees for purposes normally
14 covered by sick or annual leave when such leave has been exhausted, or for other
15 justifiable reasons, including education at an accredited college, university or
16 specialized vocational or trade school.

17 Except for military leave and leave without pay resulting from job-related
18 illness or injury, periods of leave without pay in excess of thirty (30) days shall not be
19 credited for purposes of completion of probation, merit increases, seniority, or
20 longevity. The employee's service date shall be adjusted to reflect the actual time the
21 employee was actively working for the City of Las Vegas.

22 Continuous leave without pay for periods in excess of thirty (30) days must
23 be approved by the employee's Department Director and the City Manager.

1 Continuous leave without pay for periods in excess of thirty (30) days which
2 are necessitated by job-related illness or injury shall be credited for purposes of annual
3 or sick leave, seniority, and longevity, and may be credited for purposes of completion
4 of probation and/or salary increases upon recommendation of the employee's
5 Department Director and approval of the Director of Human Resources Department
6 and the City Manager.

7 E. Application and Examination Leave

8 An employee may be permitted reasonable time off with pay during his/her
9 shift to make an application and/or take an examination for promotional or transfer
10 opportunities within the City, when it is not possible or practical to do so during non-
11 working time. All such absences shall be scheduled with the employee's supervisor.

12 F. Blood Donor Leave

13 Employees may be granted reasonable time off during their work shift for
14 the purpose of donating blood when participating in a City authorized and/or sponsored
15 blood donation drive or special need. All such absences shall be scheduled with the
16 employee's supervisor. In no event shall an employee be eligible for overtime as a
17 result of donating blood.

18 G. Catastrophic Leave

- 19 1. When an employee suffers a catastrophic illness or injury, and the
20 eligible employee has exhausted all accrued sick leave as a result
21 of the illness/injury, then the employee may file a request for
22 donations of Birthday Holiday and/or annual leave with the Union.
- 23 2. The request must be accompanied by:

1 a. A medical statement from the attending physician,
2 explaining the nature of the illness/injury, and an estimated
3 amount of time the employee will be unable to work.

4 b. Evidence of approval of leave from the Fire Chief or his
5 designee.

6 3. A committee appointed by the President of the Union will review
7 the request to verify the employee's eligibility to receive leave
8 donations.

9 4. The Union will conduct the solicitation of donations and will be
10 limited to an information-only solicitation. Solicitations will be
11 conducted for a three-week (3) period of time and all donations
12 will be submitted to the Union on a form provided by the Union.

13 5. The minimum donation is twelve (12) hours per donation request.
14 The donating employee must have a balance of at least forty (40)
15 hours after the donation. Donations can be made from the donor's
16 annual leave, sick leave, or Birthday Holiday. Sick leave
17 donations will only be allowed from the employee's compensable
18 hours. Compensable hours would be those that the employee
19 would receive cash payment for upon separation from City
20 employment. Employees with less than five (5) years of service
21 are not eligible to donate sick leave. Employees with more than
22 five (5) years of service but less than twenty (20) years of service
23 will have fifty percent (50%) of their non-surplus sick leave
24 donation credited to catastrophic leave and the remaining fifty

1 percent (50%) will be credited to the employee's surplus bank
2 hours. Employees with more than twenty (20) years of service will
3 have 100% of their non-surplus sick leave donation credited to
4 catastrophic leave. Employees with a sick leave balance above
5 their cap may donate accrued, sellable hours as defined in Article
6 16 – Sick Leave.

7 6. The Union will forward donations to the treasurer's office, where
8 the donated time will be converted to dollars at the hourly rate of
9 the donor. The dollars will then be converted to sick leave at the
10 hourly rate of the recipient. If any donated sick leave hours remain
11 at the end of the catastrophic leave, they will remain as the
12 recipient's.

13 7. Eligible employees:

- 14 a. The Catastrophic Leave Program is available to all
15 employees covered in this Agreement.
- 16 b. Employees must be off probation and/or at least be
17 employed by the Fire Department for six (6) months prior to
18 becoming eligible for the Catastrophic Leave Program.
- 19 c. Employees must meet the following definition of
20 catastrophic illness/injury: "Catastrophic illness/injury is an
21 illness or accident that keeps an employee from performing
22 the duties of his/her job, (i.e., hospitalized or homebound).
23 The illness or accident cannot be a result of an illegal act,
24 nor can it be intentionally self-inflicted."

1 8. That the parties agree that should any problem or abusive practice
2 arise in the administration of this Paragraph, then the parties
3 agree to meet to facilitate the administration of the program or to
4 eliminate any abusive practices.

5

6

1 **ARTICLE 26 - POLYGRAPH EXAMINATIONS**

2 A. No member shall be compelled to submit to a polygraph examination
3 against his will.

4 B. No disciplinary action or other recrimination shall be taken against a
5 member for refusing to submit to a polygraph examination.

6 C. Testimony regarding whether an employee refused to submit to a
7 polygraph examination shall be confined to the fact that, "Las Vegas does not compel
8 fire safety personnel to submit to polygraph examinations."
9

1 **ARTICLE 28 - EMERGENCY MEDICAL INCENTIVE PAY**

2 A. The City and the Union agree that members of this Bargaining Unit must
3 obtain and maintain valid certification from the accredited authority for the state of
4 Nevada Emergency Medical Technician (EMT) certification. Effective October 4,
5 2002, the salary schedule for the non-Supervisory Bargaining Unit was increased by
6 five (5%) percent to compensate for this certification. Current employees who are not
7 EMT certified within one year of the signing of this contract will have their
8 compensation reduced by five percent (5%).
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B. The Human Resources Department will notify the President of IAFF 1285 when a new classification is developed by the City and within the Las Vegas Fire Department.

ARTICLE 30 - SAVINGS CLAUSE

A. It is not the intent of either party hereto to violate any laws, rulings, or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement.

B. Should any provision of this Agreement be found to be in contravention of any Federal or State law or by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this Agreement shall remain in full force and effect until otherwise canceled or amended.

C. Should any party fail to give notice to the other party that it desires to commence negotiations with regard to the provision that was held or determined to be illegal or void within twenty (20) days of said party having knowledge that a provision was held or determined to be illegal or void, the party shall lose the right to commence negotiations concerning the substance thereof.

D. This Agreement is the entire Agreement of the parties, terminating all prior Agreements.

ARTICLE 31 – VOLUNTARY SEPARATION PROGRAM

The City will evaluate the feasibility of including employees covered by this bargaining agreement in any Voluntary Separation Program (VSP). If the City determines that is financially beneficial and that it has the financial ability to fund the program, the City will include covered employees. Program specifics will be determined by the City prior to implementation. The number of employees included in the VSP may be limited.

1
2 **ARTICLE 32 - DURATION OF AGREEMENT**

3 A. This Agreement shall become effective June 24,2012, at 0001 hours and,
4 subject only to any reopener specifically provided for in this agreement, shall run in full
5 force and effect until June 25,2016 at 2400 hours.

6 B. This Agreement shall be renewed in accordance with the time limits and
7 procedures established in NRS 288.

8 C. Amendment of any Article may be mutually agreed upon and shall become
9 effective on the agreed upon date.

10 D. NRS 288 procedures for impasse shall apply.

11
12 August 20, 2013
13 DATE

14
15 CITY OF LAS VEGAS

INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, LOCAL 1285
Supervisory Unit

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17
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19
20
21 BY: Elizabeth N. Fretwell
22 Elizabeth N. Fretwell, City Manager

BY: Scott E. Johnson
Scott Johnson, President

23
24
25 Attest: Beverly K. Bridges
26 CITY CLERK By: Beverly K. Bridges, MMC
27

28
29 Approved as to Form: Morgan Davis
30 By: Morgan Davis, Chief Deputy City Attorney

ATTACHMENT B

City of Las Vegas
Human Resources

Salaries for Grades with Steps
for Fire Supervisory Early
Effective Date 21-JUL-2013

Date Printed: 17-JUL-13

		Hourly 56	Hourly 42	Hourly 40	Biweekly	Monthly	Annually
FS 5							
Step	1	\$23.45	\$31.27	\$32.83	\$2,626.61	\$5,690.99	\$68,291.86
Step	1A	\$24.07	\$32.09	\$33.70	\$2,695.73	\$5,840.76	\$70,088.98
Step	2	\$24.69	\$32.91	\$34.56	\$2,764.86	\$5,990.52	\$71,886.36
Step	2A	\$25.30	\$33.74	\$35.42	\$2,833.97	\$6,140.27	\$73,683.22
Step	3	\$25.92	\$34.56	\$36.29	\$2,903.08	\$6,290.01	\$75,480.08
Step	3A	\$26.96	\$35.95	\$37.75	\$3,019.84	\$6,542.99	\$78,515.84
Step	4	\$28.01	\$37.34	\$39.21	\$3,136.60	\$6,795.96	\$81,551.60
Step	4A	\$28.80	\$38.40	\$40.33	\$3,226.00	\$6,989.67	\$83,876.00
Step	5	\$29.60	\$39.47	\$41.44	\$3,315.40	\$7,183.37	\$86,200.40
Step	5A	\$30.45	\$40.60	\$42.63	\$3,410.21	\$7,388.79	\$88,665.46
Step	6	\$31.29	\$41.73	\$43.81	\$3,505.02	\$7,594.22	\$91,130.52
Step	6A	\$32.19	\$42.92	\$45.07	\$3,605.49	\$7,811.90	\$93,742.74
Step	7	\$33.09	\$44.12	\$46.32	\$3,705.95	\$8,029.56	\$96,354.70
Step	7A	\$34.04	\$45.39	\$47.66	\$3,812.43	\$8,260.26	\$99,123.18
Step	8	\$34.99	\$46.65	\$48.99	\$3,918.91	\$8,490.97	\$101,891.66
Step	8A	\$35.83	\$47.77	\$50.16	\$4,012.99	\$8,694.82	\$104,337.74
Step	9	\$36.67	\$48.89	\$51.34	\$4,107.07	\$8,898.65	\$106,783.82
Step	9A	\$37.59	\$50.12	\$52.62	\$4,209.76	\$9,121.15	\$109,453.76
Step	10	\$38.50	\$51.34	\$53.91	\$4,312.44	\$9,343.62	\$112,123.44

City of Las Vegas
Human Resources

Salaries for Grades with Steps
for Fire Supervisory Regular
Effective Date 21-JUL-2013

Date Printed: 17-JUL-13

		Hourly 56	Hourly 42	Hourly 40	Biweekly	Monthly	Annually
FSR 5							
Step	1	\$23.54	\$31.39	\$32.96	\$2,636.52	\$5,712.46	\$68,549.52
Step	1A	\$24.16	\$32.21	\$33.82	\$2,705.91	\$5,862.81	\$70,353.66
Step	2	\$24.78	\$33.04	\$34.69	\$2,775.29	\$6,013.13	\$72,157.54
Step	2A	\$25.40	\$33.87	\$35.56	\$2,844.67	\$6,163.45	\$73,961.42
Step	3	\$26.02	\$34.69	\$36.43	\$2,914.04	\$6,313.75	\$75,765.04
Step	3A	\$27.06	\$36.09	\$37.89	\$3,031.24	\$6,567.68	\$78,812.24
Step	4	\$28.11	\$37.48	\$39.36	\$3,148.44	\$6,821.61	\$81,859.44
Step	4A	\$28.91	\$38.55	\$40.48	\$3,238.17	\$7,016.04	\$84,192.42
Step	5	\$29.71	\$39.62	\$41.60	\$3,327.91	\$7,210.47	\$86,525.66
Step	5A	\$30.56	\$40.75	\$42.79	\$3,423.08	\$7,416.68	\$89,000.08
Step	6	\$31.41	\$41.88	\$43.98	\$3,518.25	\$7,622.88	\$91,474.50
Step	6A	\$32.31	\$43.08	\$45.24	\$3,619.10	\$7,841.38	\$94,096.60
Step	7	\$33.21	\$44.28	\$46.50	\$3,719.93	\$8,059.86	\$96,718.18
Step	7A	\$34.17	\$45.56	\$47.84	\$3,826.82	\$8,291.44	\$99,497.32
Step	8	\$35.12	\$46.83	\$49.17	\$3,933.70	\$8,523.03	\$102,276.20
Step	8A	\$35.97	\$47.95	\$50.35	\$4,028.14	\$8,727.64	\$104,731.64
Step	9	\$36.81	\$49.08	\$51.53	\$4,122.57	\$8,932.23	\$107,186.82
Step	9A	\$37.73	\$50.31	\$52.82	\$4,225.65	\$9,155.57	\$109,866.90
Step	10	\$38.65	\$51.53	\$54.11	\$4,328.72	\$9,378.89	\$112,546.72

City of Las Vegas Salaries for Grades with Steps Date Printed: 18-JUL-13
 Human Resources for Fire Supv Early EEs on or after Page: 1 of 1
 01-Jul-2013

Effective Date 21-JUL-2013

	Hourly 56	Hourly 42	Hourly 40	Biweekly	Monthly	Annually
FSB 5						
Step 1	\$24.07	\$32.09	\$33.70	\$2,695.73	\$5,840.75	\$70,088.98
Step 2	\$25.30	\$33.74	\$35.42	\$2,833.97	\$6,140.27	\$73,683.22
Step 3	\$26.96	\$35.95	\$37.75	\$3,019.84	\$6,542.99	\$78,515.84
Step 4	\$28.80	\$38.40	\$40.32	\$3,226.00	\$6,989.66	\$83,876.00
Step 5	\$30.45	\$40.60	\$42.63	\$3,410.21	\$7,388.80	\$88,665.46
Step 6	\$32.19	\$42.92	\$45.07	\$3,605.49	\$7,811.89	\$93,742.74
Step 7	\$34.04	\$45.39	\$47.66	\$3,812.43	\$8,260.26	\$99,123.18
Step 8	\$35.83	\$47.77	\$50.16	\$4,012.99	\$8,694.82	\$104,337.74
Step 9	\$37.59	\$50.12	\$52.62	\$4,209.76	\$9,121.16	\$109,453.76
Step 10	\$38.50	\$51.34	\$53.91	\$4,312.44	\$9,343.61	\$112,123.44
Step 11	\$39.66	\$52.88	\$55.52	\$4,441.81	\$9,623.92	\$115,487.06

City of Las Vegas Salaries for Grades with Steps Date Printed: 18-JUL-13
 Human Resources for Fire Supv Reg EEs on or after 01- Page: 1 of 1
 Jul-2013

Effective Date 21-JUL-2013

	Hourly 56	Hourly 42	Hourly 40	Biweekly	Monthly	Annually
FSRB 5						
Step 1	\$24.16	\$32.21	\$33.82	\$2,705.91	\$5,862.80	\$70,353.66
Step 2	\$25.40	\$33.87	\$35.56	\$2,844.67	\$6,163.44	\$73,961.42
Step 3	\$27.06	\$36.09	\$37.89	\$3,031.24	\$6,567.69	\$78,812.24
Step 4	\$28.91	\$38.55	\$40.48	\$3,238.17	\$7,016.04	\$84,192.42
Step 5	\$30.56	\$40.75	\$42.79	\$3,423.08	\$7,416.68	\$89,000.08
Step 6	\$32.31	\$43.08	\$45.24	\$3,619.10	\$7,841.38	\$94,096.60
Step 7	\$34.17	\$45.56	\$47.84	\$3,826.82	\$8,291.44	\$99,497.32
Step 8	\$35.97	\$47.95	\$50.35	\$4,028.14	\$8,727.64	\$104,731.64
Step 9	\$37.73	\$50.31	\$52.82	\$4,225.65	\$9,155.57	\$109,866.90
Step 10	\$38.65	\$51.53	\$54.11	\$4,328.72	\$9,378.89	\$112,546.72
Step 11	\$39.81	\$53.08	\$55.73	\$4,458.58	\$9,660.26	\$115,923.08

TO VIEW THE FULL PAY SCHEDULE FOR SUBSEQUENT YEARS,
 PLEASE VISIT THE CITY OF LAS VEGAS INTRANET OR LOCAL 1285'S
 WEBSITE AT WWW.IAFF1285.ORG